

INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF NORTH RICHLAND HILLS AND THE TOWN OF FLOWER MOUND.

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the Town of Flower Mound, hereinafter referred to as TOFM.

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Chapter 791 Texas Government Code} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and TOFM desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process as authorized by Section 791.025 Tx. Govt. Code. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by TOFM through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

II.

TOWN OF FLOWER MOUND

1. TOFM shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. TOFM will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.

2. All purchases will be within the specifications that have been agreed to. TOFM shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. TOFM shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. The TOFM Purchasing Manager, shall be designated as the official representative to act for TOFM in all matters relating to this cooperative purchasing agreement.

III  
MISCELLANNEOUS


1. This is the entire agreement of the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either North Richland Hills or TOFM has the authority to alter, amend, or modify the terms of this Agreement.
2. Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.
3. Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
5. This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

TOWN OF FLOWER MOUND

BY: \_\_\_\_\_  
Mark Hindman, City Manager

BY:  \_\_\_\_\_  
James W. Childers, Town Manager

DATE: \_\_\_\_\_

DATE: 4/5/2023 \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alicia Richardson  
City Secretary/Chief Governance Officer

ATTEST:

*Theresa Scott*  
\_\_\_\_\_  
Theresa Scott  
Town Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Maleshia B. McGinnis,  
City Attorney